

ORIGINAL

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6  
7 ATTORNEYS FOR DEFENDANTS  
8  
9

ADR

E-FILING

FILED

2008 MAY 23 P 1:34

RICHARD W. WIEKING  
CLERK  
U.S. DISTRICT COURT  
NO. DIST. OF CA. S.J.

Fees paid  
NP

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## IN THE UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

C08 02620

RS

10 DECARTA, INC.,

) Case No.:

11 Plaintiffs,

) **NOTICE OF REMOVAL OF ACTION  
UNDER 28 U.S.C. §1441(b) (DIVERSITY)**

12 v.

) [Demand for Jury Trial]

13 GEOSENTRIC OYJ,

14 Defendants.

15 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

16 PLEASE TAKE NOTICE that defendant GEOSENTRIC OYJ hereby removes to this  
17 Court the state court action described below.

18 1. On March 28, 2008, an action was commenced in the Superior Court of the State  
19 of California in and for the County of Santa Clara, entitled DECARTA, INC., Plaintiff, vs.  
20 GEOSENTRIC OYJ, Defendant, as Case Number 108CV109256. A copy of the complaint is  
21 attached hereto as Exhibit "A".

22 2. The first date upon which defendant GEOSENTRIC OYJ received a copy of the  
23 said complaint was April 24, 2008, when defendant was served with a copy of the said complaint  
24 and a summons from the said state court. A copy of the summons is attached hereto as Exhibit  
25 "B".

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1       3. This action is a civil action of which this Court has original jurisdiction under  
2       28 U.S.C. §1332 and is one which may be removed to this Court by defendant pursuant to the  
3       provision of 28 U.S.C. §1441(b) in that it is a civil action filed by a citizen of the State of  
4       California against a citizen of the Country of Finland and the matter in controversy exceeds the  
5       sum of \$75,000, exclusive of interest and cost. Plaintiff alleges that it has sustained damages in  
6       the amount of \$693,753.14 by reason of defendant's breach of a written licensing agreement.

## JURISDICTION

9       4. Complete diversity of citizenship exists in that: Plaintiff DECARTA, INC. is a  
0 citizen of the State of California; and Defendant GEOCENTRIC OYJ is a citizen of the country  
1 of Finland. There are no other parties.

## **VENUE – INTRADISTRICT ASSIGNMENT**

4       5. The venue of this action is properly set in the San Jose Division of the United  
5 States District Court, Northern District of California, in that the written licensing agreement,  
6 which is the subject of this action, provides that "any legal action or proceeding arising under  
7 [the] Agreement will be brought exclusively in the federal or state courts of California and the  
8 parties hereby consent to the personal jurisdiction and venue therein" and the underlying action  
9 was filed in the Superior Court of California, County of Santa Clara.

6. Defendant GEOCENTRIC OYJ demands a jury trial.

22 DATED: May 21, 2008 Respectfully submitted,

FOX ROTHSCHILD LLP

PHILLIP F. SHINN  
ATTORNEYS FOR DEFENDANT  
GEOSCENTRIC OYJ



1 PATRICK E. PREMO (CSB NO. 184915)  
 2 DENNIS M. FAIGAL (CSB NO. 252829)  
 3 FENWICK & WEST LLP  
 4 Silicon Valley Center  
 5 801 California Street  
 6 Mountain View, CA 94041  
 Telephone: (650) 988-8500  
 Facsimile: (650) 938-5200  
 Attorneys for Plaintiff  
 DECARTA, INC.

RECEIVED  
 2008 MAY 23 P 3:33  
 U.S. DISTRICT COURT  
 SANTA CLARA COUNTY  
 A. Hals

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 9 COUNTY OF SANTA CLARA

10

11 DECARTA, INC.,

12 Plaintiff,  
 13 v.  
 14 GEOSENTRIC OYJ,  
 15 Defendant.

CV 108 CV 109 256

COMPLAINT FOR BREACH OF WRITTEN  
 LICENSE AGREEMENT,  
 ACCOUNT STATED AND SPECIFIC  
PERFORMANCE

(JURY TRIAL DEMANDED)

FENWICK & WEST LLP  
ATTORNEYS AT LAW  
SAN JOSE, CALIFORNIA

COPY

17 Plaintiff DECARTA, INC. ("Plaintiff") as and for its Complaint against defendant  
 18 GEOSENTRIC OYJ ("Defendant") alleges as follows:

THE PARTIES

21 1. Plaintiff deCarta, Inc., f/k/a Telcontar is a corporation organized and existing  
 22 under the laws of California, with its principal place of business at 4 N. Second Street, Suite 950,  
 23 San Jose, California 95113.

24 2. Plaintiff is informed and believes, and thereupon alleges, that defendant  
 25 GeoSentric Oyj, f/k/a Benefon Oyj, is a Finnish corporation, with its principal place of business at  
 26 Meriniitynkatu 11, FIN-24101 Salo, Finland.

27 ///

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COMPLAINT FOR BREACH OF WRITTEN  
 CONTRACT, ACCOUNT STATED AND SPECIFIC  
 PERFORMANCE

CASE NO.

## JURISDICTION AND VENUE

3. This court has jurisdiction over this case pursuant to a forum selection provision  
4 (Paragraph 12.2) in the Agreement (defined below) whereby the parties agreed that the  
5 Agreement "will be governed by and construed in accordance with the laws of the State of  
6 California" and that "[a]ny legal action or proceeding arising under [the] Agreement will be  
7 brought exclusively in the federal or state courts of California and the parties hereby consent to  
the personal jurisdiction and venue therein."

8       4.     Venue is proper in Santa Clara County pursuant to California Code of Civil  
9     Procedure § 395.5 in that it is the county where the causes of action arose.

## GENERAL ALLEGATIONS

11       5. In or about June, 2005, Plaintiff entered into a written software licensing agreement  
12 ("Original Agreement") with Defendant. Under the terms of this agreement, Plaintiff agreed to  
13 license the use of its software products to Defendant for use in Defendant's cellular phone products.  
14 In exchange, Defendant agreed to pay Plaintiff licensing fees per unit of Defendant's products sold  
15 that include Plaintiff's software. Additionally, Defendant agreed to pay Plaintiff a minimum  
16 annual license fee ("MALF").

17       6. According to the Original Agreement, the license fees per unit were £10.00  
18 (currently \$15.63 USD) for 0 to 100,000 units sold, €9.00 (currently \$14.06 USD) for 100,001 to  
19 150,000 units sold, and €8.25 (currently \$12.89 USD) for 150,001 or more units sold. The MALF  
20 was €65,000 (currently \$101,585.98 USD) payable quarterly in advance, with 25% paid each  
21 quarter. Further, the MALF paid by Defendant was to be offset against the per unit license fees  
22 due.

23       7. On or about August 31, 2006, Plaintiff and Defendant agreed to add an amendment  
24 to the Original Agreement ("Amendment" or, collectively with the Original Agreement, "the  
25 Agreement"). The Amendment, *inter alia*, changed the per unit licensing fees to €8.50 (currently  
26 \$13.29 USD) for 0 to 100,000 units sold, €7.65 (currently \$11.96 USD) for 100,000 to 150,000  
27 units sold, and €7.01 (currently \$10.96 USD) for 150,001 or more units sold. The MALF was  
28 also changed to €510,000, which is currently \$796,342.09 USD.

1       8.     Defendant has materially breached the terms of the contract by failing to pay the  
2 MALF in the amount of at least €433,500 or \$685,060.53 USD for 2007.

3       9.     According to Paragraph 6.1 of the Agreement, "payment terms are net thirty (30)  
4 days."

5       10.    Following the non-payment by Defendant of the outstanding balance owed,  
6 Plaintiff made numerous attempts over several months beginning in or around August, 2007, to  
7 resolve the matter with Defendant. Defendant has since paid only €76,500 but remains indebted  
8 to Plaintiff in the amount of at least €433,500, which is currently \$685,060.53 USD.

9       11.    On or around November 12, 2007, Plaintiff sent a letter notifying Defendant of the  
10 breach of the Agreement. On or around December 13, 2007, having not received payment of the  
11 outstanding balance, Plaintiff sent a letter to Defendant serving as notice of the termination of the  
12 Agreement pursuant to Paragraph 11.2 of the Agreement. Paragraph 11.2 of the Agreement  
13 provides that either party may terminate the Agreement if the other party materially breaches the  
14 Agreement and fails to cure the breach within 30 days of written notice.

15       12.    In the aforementioned November 12, 2007 letter, Plaintiff also requested payment  
16 of the outstanding MALF balance owed pursuant to paragraph 11.5 of the Agreement, which  
17 provides that Defendant's obligation to remit payment of outstanding balances survives  
18 termination of the agreement.

19       13.    Since termination of the Agreement on December 13, 2007, Plaintiff spent months  
20 attempting to resolve with Defendant the issue of the outstanding debt to no avail. Nonetheless,  
21 Defendant has ignored Plaintiff's courtesy, has refused to enter into any payment plan, and  
22 remains in breach of the Agreement.

23       14.    Further, in the November 12, 2007 letter to Defendant, Plaintiff requested prompt  
24 return of any of deCarta's products provided to Defendant pursuant to Paragraph 11.3 of the  
25 Agreement, which provides that all deCarta's products purchased by Defendant are to be returned  
26 upon termination of the Agreement. On information and belief, despite the termination of the  
27 Agreement, Defendant still offers for sale telephones that include deCarta's software, specifically,  
28 GeoSentric's TWIG telephones. On information and belief, between December 13, 2007, and

1 February 8, 2008, Defendant sold at least 703 TWIG telephones. At €8.50 per unit, Defendant  
2 owes an additional €5,377.95 in licensing fees. Therefore, Defendant has breached and remains  
3 in breach of the Agreement.

**FIRST CAUSE OF ACTION**

(Breach of Written License Agreement)  
By Plaintiff deCarts Against Defendant GeoSentric

6           15. Plaintiff realleges paragraphs 1 through 14 above, inclusive, as if fully set forth  
7 herein.

8       16. In or about June, 2005, the parties entered into the Original Agreement. On or  
9 about August 31, 2006, the parties amended said Agreement.

17. Plaintiff performed all conditions, covenants, and promises required on its part in  
accordance with the terms of the Agreement.

12 18. Defendant breached the Agreement by failing to pay the MALE.

13        19. Defendant has also breached the Agreement by selling TWIG telephones with  
14 Plaintiff's software after the Agreement was terminated.

15        20.      Defendant has further breached the Agreement by failing to provide Plaintiff with  
16 quarterly reports pursuant to Paragraph 6.2 of the Agreement, which provides that "Licensee will  
17 provide [deCarta] with a quarterly reporting schedule." The quarterly reporting schedule was  
18 required to show the number of units of Defendant's products with Plaintiff's technology that  
19 were sold, the price per unit, and the fees due to Plaintiff.

20       21. As a result of Defendant's breach of the Agreement, Plaintiff has been damaged in  
21 the principal sum of at least €438,877.95 (currently \$693,753.14 USD) plus interest at the legal  
22 rate. This principal is the sum of the outstanding MALF due as described in Paragraph 8 above  
23 plus the outstanding per unit license fees for additional TWIG telephones sold as described in  
24 Paragraph 14 above.

25 //

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## SECOND CAUSE OF ACTION

**(Account Stated)**

**By Plaintiff deCarta Against Defendant GeoSentric**

22. Plaintiff realleges paragraphs 1 through 21 above, inclusive, as if fully set forth herein.

23. Defendant owes Plaintiff at least \$685,060.53 as the unpaid balance of the MALF under the Agreement. Defendant acknowledged such debt in several email messages, letters, and telephone conversations.

24. Although repeatedly demanded by deCarta, all of the agreed balance has not been paid.

25. There is now due, owing, and unpaid from GeoSentric to deCarta the sum of at least \$693,753.14 plus interest at the legal rate.

### THIRD CAUSE OF ACTION

### **(Specific Performance)**

**By Plaintiff deCarta Against Defendant GeoSentric**

26. Plaintiff realleges paragraphs 1 through 25 above, inclusive, as if fully set forth herein.

27. In or about June, 2005, the parties entered into the Original Agreement. On or about August 31, 2006, the parties amended said Agreement.

28. The consideration set forth in the Agreement was the fair and reasonable value of the software license at the time the agreement was entered into and the contract is, as to Defendant, just and reasonable.

29. Plaintiff performed all conditions, covenants, and promises required on its part in accordance with the terms of the Agreement.

30. Defendant has failed and refused, and continues to fail and refuse, to perform the conditions of the contract on its part in that it has not returned all of Plaintiff's software pursuant to Paragraph 11.3 of the Agreement.

1       31. Because of Defendant's failure and refusal to return Plaintiff's software, Plaintiff  
2 has no adequate legal remedy in that damages, if awarded, cannot compensate for the loss of  
3 Plaintiff's proprietary software to Defendant.

## PRAYER FOR RELIEF

**WHEREFORE**, deCarta prays judgment against GeoSentric as follows:

1. For compensatory damages in the sum of at least \$693,753.14;
2. For Defendant to be ordered to deliver to Plaintiff all of Plaintiff's software in Defendant's possession as described herein;
3. For reasonable attorney's fees according to proof;
4. For interest at the legal rate;
5. For costs of suit; and
6. For such other and further relief as the Court may deem proper.

Dated: March 28, 2008

Fenwick & West LLP

BL

Patrick R. Premo

Attorneys for Plaintiff DECARTA, INC.

1281915

PRIMERICA & WELLS LLP



**SUMMONS**

(CITACION JUDICIAL)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**  
**GEOSENTRIC OIJ**

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
**DECARTA, INC.**

**SUM-100**FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

EX-100-2008-000

2008 MAR 28 P 3 33

A. Ilag, Deputy

Court Clerk

**COPY**

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/seithelp](http://www.courtinfo.ca.gov/seithelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/seithelp](http://www.courtinfo.ca.gov/seithelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que se entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/seithelp/espanol/](http://www.courtinfo.ca.gov/seithelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte lo podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión y abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/seithelp/espanol/](http://www.courtinfo.ca.gov/seithelp/espanol/)) e poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:  
 (El nombre y dirección de la corte es):

Santa Clara County Superior Court  
 191 N. First Street  
 San Jose, CA 95113

108C-109256

Name of court:

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
 Patrick Premo (CSB No. 184915) (650) 938-5200

Fenwick & West LLP  
 801 California Street  
 Mountain View, CA 94041

DATE: March 28, 2008

Clark, by \_\_\_\_\_, Deputy  
 (Secretario) A. Ilag, Deputy  
 (Adjunto)

(Fecha) MAR 28, 2008

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served.

REAU

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):

3.  on behalf of (specify): GEOSENTRIC

under:	<input checked="" type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
	<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservator)
	<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
	<input type="checkbox"/> other (specify):	

4.  by personal delivery on (date):

U.S. Department of Justice  
United States Marshals Service



## REQUEST FOR SERVICE ABROAD OF JUDICIAL OR EXTRAJUDICIAL DOCUMENTS

### DEMANDE

#### AUX FINS DE SIGNIFICATION OU DE NOTIFICATION À L'ÉTRANGER D'UN ACTE JUDICIAIRE OU EXTRAJUDICIAIRE

Convention on the service abroad of judicial and extrajudicial documents in civil or commercial matters, signed at The Hague, November 15, 1965.

Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en matière civile ou commerciale, signée à La Haye, le 15 novembre 1965.

**Identity and address of the applicant**  
**Identité et adresse du requérant**

Fenwick & West LLP  
801 California St, Mountain View, CA 94041  
\*Request made pursuant to Rule 4(c)(2)(A) of the U.S. Federal Rules of Civil Procedure and §§ 413.10 and 415.40 of the California Code of Civil Procedure.

**Address of receiving authority**  
**Adresse de l'autorité destinataire**

Ministry of Justice  
P.O. Box 25  
FIN-00023 Government  
Finland

The undersigned applicant has the honour to transmit – in duplicate – the documents listed below and, in conformity with article 5 of the above-mentioned Convention, requests prompt service of one copy thereof on the addressee, i.e., (Identity and address)

Le requérant soussigne à l'honneur de faire parvenir – en double exemplaire – à l'autorité destinataire les documents ci-dessous énumérés, en la priant, conformément à l'article 5 de la Convention précitée, d'en faire remettre sans retard un exemplaire au destinataire, à savoir:

(Identity and address)

GeoSentrio OYJ: Meritilitynkatu 11 FIN-24101 Salo, Finland

(a) In accordance with the provisions of sub-paragraph (a) of the first paragraph of article 5 of the Convention.\*  
a) selon les formes légales (article 5 alinéa premier, lettre a).

(b) In accordance with the following particular method (sub-paragraph (b) of the first paragraph of article 5):  
b) selon la forme particulière suivante (article 5, alinéa premier, lettre b):

(c) by delivery to the addressee, if he accepts it voluntarily (second paragraph of article 5):  
c) le cas échéant, par remise simple (article 5, alinéa 2).

The authority is requested to return or to have returned to the applicant a copy of the documents and of the annexes with a certificate as provided on the reverse side.

Cette autorité est priée de renvoyer ou de faire renvoyer au requérant un exemplaire de l'acte - et de ses annexes - avec l'attestation figurant au verso.

List of documents  
Enumération des pièces

Complaint for Breach of Written License

Agreement, Account Stated and Specific

Performance; Summons

Done at Mtn. View, CA, the 2nd of Apr '08  
FBI #       , to

Signature and/or stamp  
Signature et/ou cachet

Dan Fadig

\*Delete if inappropriate  
Rayer les mentions inutiles.

## CERTIFICATE ATTESTATION

The undersigned authority has the honour to certify, in conformity with article 6 of the Convention,  
 L'autorité soussignée a l'honneur d'attester conformément à l'article 6 de ladite Convention,

1) that the document has been served \*

1) que la demande a été exécutée

- the (date) - le (date) 5.6.08
- at (place, street, number) - à (localité, rue, numéro)

24.04-08

- in one of the following methods authorized by article 5:
- dans une des formes suivantes prévues à l'article 5:

(a) in accordance with the provisions of sub-paragraph (a) of the first paragraph of article 5 of the Convention\*.  
 a) selon les formes légales (article 5, alinéa premier, lettre a)

(b) in accordance with the following particular method:  
 b) selon la forme particulière suivante:

(c) by delivery to the addressee, who accepted it voluntarily.\*  
 c) par remise simple.

The documents referred to in the request have been delivered to:  
 Les documents mentionnés dans la demande ont été remis à:

- (identity and description of person)
- (identité et qualité de la personne)

Tuomas Raita, TJ / Geocentric OY

- relationship to the addressee family, business or other
- liens de parenté ou subordination ou autres avec le destinataire de facto:

2) that the document has not been served, by reason of the following facts\*:  
 2) que la demande n'a pas été exécutée, en raison des faits suivants:

In conformity with the second paragraph of article 12 of the Convention, the applicant is requested to pay or reimburse the expenses detailed in the attached statement\*  
 Conformément à l'article 12, alinéa 2, de ladite Convention, le requérant est prié de payer ou de rembourser les frais dont le détail figure au mémoire ci-joint.

### ANNEXES

Annexes

Documents returned:  
 Pièces renvoyées

In appropriate cases, documents establishing the service:  
 Le cas échéant, les documents justificatifs de l'exécution:

Done at \_\_\_\_\_  
 Fait à \_\_\_\_\_ le \_\_\_\_\_  
 Signature and/or stamp  
 Signature et/ou sceau

Häastemies  
 Markku Arovaara  
 Salo Kärjäöikeus  
 puh. 010 36 46 125  
 matkap. 0400-437 573

**SUMMARY OF THE DOCUMENT TO BE SERVED**  
**ÉLÉMENTS ESSENTIELS DE L'ACTE**

**Convention on the service abroad of judicial and extrajudicial documents in civil or commercial matters, signed at The Hague, November 15, 1965.**

**Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en matière civile ou commerciale, signée à La Haye, le 15 novembre 1965.**

(article 5, fourth paragraph)  
 (article 5, alinéa quatre)

**Name and address of the requesting authority:**  
**Nom et adresse de l'autorité requérante:**

Fenwick & West LLP: 601 California Street, Mountain View, CA 94041

**Particulars of the parties:**  
**Identité des parties:**

Plaintiff, deCarta, Inc.: San Jose, California; Defendant, GeoSentric OYJ: Salo, Finland

**JUDICIAL DOCUMENT**  
**ACTE JUDICIAIRE**

**Nature and purpose of the document:**  
**Nature et objet de l'acte:**

Provide notice to GeoSentric OYJ of complaint and summons to California State Court.

**Nature and purpose of the proceedings and, where appropriate, the amount in dispute:**  
**Nature et objet de l'instance, le cas échéant, le montant du litige:**

Breach of Contract, Account Stated, Specific Performance lawsuit for \$893,763.14 U.S. dollars.

**Date and place for entering appearance:**  
**Date et lieu de la comparution:**

N/A

**Court which has given judgment\*\*:**  
**Juridiction qui a rendu la décision:**

N/A

**Date of judgment\*\*:**  
**Date de la décision:**

N/A

**Time limits stated in the document\*\*:**  
**Indication des délais figurant dans l'acte:**

Respond within 30 calendar days after service of summons and complaint.

**EXTRAJUDICIAL DOCUMENT**  
**ACTE EXTRAJUDICIAIRE**

**Nature and purpose of the document:**  
**Nature et objet de l'acte:**

**Time limits stated in the document\*\*:**  
**Indication des délais figurant dans l'acte:**

**PROOF OF SERVICE BY MAIL**

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO:

I, the undersigned, declare that I am, and was at the time of service of the papers herein referred to, over the age of eighteen years and not a party to the within action or proceeding. My business address is the law firm of Fox Rothschild LLP, 235 Pine Street, Suite 1500, San Francisco, CA 94104-2734, which is located in the county in which the within-mentioned mailing occurred. I am familiar with the practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Such correspondence will be deposited with the United States Postal Service on the same day in the ordinary course of business.

On the date specified below, I served the following document(s):

**CIVIL COVER SHEET**  
**NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. §1441(b) (DIVERSITY)**  
**CERTIFICATION OF INTERESTED ENTITIES OR PERSONS**

by placing a true copy in a separate envelope for each addressee named below, with the name and address of the person served shown on the envelope as follows:

Patrick E. Premo, Esq.  
Fenwick & West LLP  
Silicon Valley Center  
801 California Street  
Mountain View, CA 94041  
650.988.8500 // FAX 650.938.5200

and by sealing the envelope and placing it for collection and mailing with postage fully prepared in accordance with ordinary business practices.

I declare under penalty of perjury that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

DATED: May 23, 2008

Elisabeth Paulsen  
Elisabeth M. Paulsen

ORIGINAL

JS 44 (Rev. 12/07) (and rev. 1-16-08)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

## I. (a) PLAINTIFFS

DECARTA, INC.

(b) County of Residence of First Listed Plaintiff: Santa Clara  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Patrick E. Premo  
Fenwick & West LLP  
801 California Street  
Mountain View, CA 94041      650-988-8500

ADR

E-FILING

## DEFENDANTS

GEOSENTRIC OYJ

County of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)  
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED

Attorney (If Known)

Philip E. Sharp  
Fox Rothschild LLP  
235 Pine Street, Suite 1500  
San Francisco, CA 94104      415-364-5540

RS

C08 02620

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversify (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	<input checked="" type="checkbox"/> PTF	<input type="checkbox"/> DEF	Citizen of Another State	<input type="checkbox"/> PTF	<input type="checkbox"/> DEF
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input checked="" type="checkbox"/> 3 Foreign Nation		<input type="checkbox"/>	<input type="checkbox"/>

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury — Med. Malpractice	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury — Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 430 Commerce	<input type="checkbox"/> 450 Deportation
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 460 Copyrights	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 480 Contract
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 490 Occupational Safety/Health
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 510 Other	<input type="checkbox"/> 510 Selective Service
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other Personal Injury	<input type="checkbox"/> 520 Securities/Commodities Exchange	<input type="checkbox"/> 530 Customer Challenge
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 410 Fair Labor Standards Act	<input type="checkbox"/> 540 HIA (1395f)	<input type="checkbox"/> 540 DOL 12 USC 3410
<input type="checkbox"/> 195 Contract Product Liability		<input type="checkbox"/> 420 Labor/Mgmt Relations	<input type="checkbox"/> 562 Black Lung (923)	<input type="checkbox"/> 560 Other Statutory Actions
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 430 Mandamus & Other Employment	<input type="checkbox"/> 563 DWIC/DIWV (405(g))	<input type="checkbox"/> 580 Agricultural Acts
		<input type="checkbox"/> 440 Welfare	<input type="checkbox"/> 570 Labor/Mgmt Reporting & Disclosure Act	<input type="checkbox"/> 582 Environmental Matters
		<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 571 Railway Labor Act	<input type="checkbox"/> 584 Energy Allocation Act
		<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 579 Other Labor Litigation	<input type="checkbox"/> 585 FOIA (55(g))
		<input type="checkbox"/> 449 Other Civil Rights	<input type="checkbox"/> 591 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 595 Freedom of Information Act
				<input type="checkbox"/> 600 Appeal of Fee Determination Under Equal Access to Justice
				<input type="checkbox"/> 610 IRS—Third Party 26 USC 7609
				<input type="checkbox"/> 620 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 615 HIA (1395f)
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 515 Habeas Corpus: Accommodations	<input type="checkbox"/> 720 Labor/Mgmt Relations	<input type="checkbox"/> 620 Black Lung (923)
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act	<input type="checkbox"/> 623 DWIC/DIWV (405(g))
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 630 SSID Title XVI
<input type="checkbox"/> 245 Torts Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other Employment	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 640 RSI (405(g))
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	
	<input type="checkbox"/> 449 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition		
IMMIGRATION				
FEDERAL TAX SUITS				
VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332; 1441 (b) Brief description of cause			
VII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23		DEMAND \$ 693,753.14	CHECK YES only if demanded in complaint JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
VIII. RELATED CASE(S) IF ANY	PLEASE REFER TO CIVIL LR 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".			
IX. DIVISIONAL ASSIGNMENT (CIVIL LR. 3-2) (PLACE AND "X" IN ONE BOX ONLY)	<input type="checkbox"/> SAN FRANCISCO/OAKLAND		<input type="checkbox"/> SAN JOSE	
DATE	5/21/08 SIGNATURE OF ATTORNEY OF RECORD <i>Philip Sharp</i>			

FAXED